



REQUEST FOR PROPOSAL (RFP)

Inmate Telephone Service

RFP No. SHR03-02



County of San Bernardino
Sheriff's Department
655 East Third Street
San Bernardino, CA 92415-0061
July 2003

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I. INTRODUCTION

A. Purpose

1. The County of San Bernardino through the San Bernardino County Sheriff's Department, Bureau of Detentions and Corrections (hereinafter referred to as "County") is inviting responses from qualified vendors to provide equipment, maintenance, collections, local, intralata (local long-distance), and interlata (long distance) service for inmate telephones located in San Bernardino County detention facilities.
2. The selected vendor will provide at no charge or commission adjustments to the County all equipment, labor service, and maintenance necessary to install and maintain this service (including replacement of equipment due to vandalism).

B. Period of Contract

The term of this contract will be for a period of three years beginning November 1, 2003 and ending October 31, 2006. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by County or by vendor upon thirty-days (30) advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

C. Minimum Vendor Requirements

All vendors must:

1. Have a minimum of five years recent experience in operating a profitable telephone system of at least 250 inmate phone units in a correctional system environment.
2. Have a representative at the mandatory proposal conference as referenced in this Request for Proposal (RFP).
3. Meet participation requirements listed in this RFP.

D. Mandatory Proposal Conference

There will be a mandatory proposal conference and site tour at the San Bernardino County Sheriff's Department, West Valley Detention Center, 9500 Etiwanda Avenue, Rancho Cucamonga, California, at 9:00 a.m. – 3:00 p.m. (PST), on Wednesday, August 27, 2003 (lunch will be provided). **Attendance at the conference is mandatory.** No proposal will be accepted from a vendor who fails to attend the proposal conference. The County may issue an addendum to the RFP after the proposal conference if the County considers that additional clarifications are needed. Only those vendors represented at the proposal conference will receive addenda.

E. Questions

Questions regarding the contents of this RFP must be submitted in writing and directed to the individual listed in Section I, Paragraph F. Pre-Conference questions must be received on or before August 13, 2003 and Post-Conference questions on or before September 4, 2003. All questions will be answered and copies of both the question and answer will be disseminated to proposal conference attendees.

F. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino – Sheriff's Department
ATTN: Wendy Britt – Bureau of Administration
655 East Third Street
San Bernardino, CA 92415-0061
Fax Number: (909) 387-3444
Email: wbritt@sbcasd.org

Fax number and email address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

G. Admonition to Vendors

As of the issuance of this RFP, VENDORS are specifically directed not to contact COUNTY personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the VENDOR. All questions regarding this RFP can be presented in writing as indicated in Paragraph E above.

H. Proposal Submission Deadline

All proposals must be received at the address listed above no later than 4:00 p.m. (PST) on September 18, 2003. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

II. PROPOSAL TIMELINE

Release of RFP	July 29, 2003
Deadline for Questions before Proposal Conference	August 13, 2003
Mandatory Proposal Conference	9:00 a.m. (PST) on August 27, 2003
Deadline for Submission of Final Questions	September 4, 2003
Deadline for Proposals	4:00 p.m. (PST) on September 18, 2003
Tentative Date for Awarding Contract	October 2003

III. PROPOSAL CONDITIONS

A. Contingencies

This Request for Proposal (RFP) does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

C. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Vendors agree that all costs incurred in developing this proposal are the Vendor's responsibility.

F. Negotiations

The County may require the potential Vendor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

G. Disclosure of Criminal and Civil Proceedings

The county reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

H. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

I. Award

Award of contract may or may not be an all or nothing basis or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

Please do not include any additional information that is not required by this Request for Proposal.

* * * END OF THIS SECTION * * *

IV. BACKGROUND

San Bernardino County encompasses 20,160 square miles, the largest county in the Continental United States. It borders Los Angeles, Riverside, and Kern Counties and the States of Arizona and Nevada. The County's inmate population is approximately 5,200. The vast majority of inmates are held at one of three detention facilities: Central Detention Center, Glen Helen Rehabilitation Center, and West Valley Detention Center which are located within a twenty-mile radius. In addition, jail facilities are located at several of the Sheriff's outlying stations. The current number of inmate phones by location are listed below:

Facility	Current # of Inmate Phones
Central Detention Center	153
Glen Helen Rehab Center	124
West Valley Detention Center	480
Barstow Station Jail	15
Big Bear Station Jail	5
Colorado River Station Jail	1
Foothill Pre-Trial Detention	19
Morongo Basin Station Jail	4
San Bernardino Court Holding	4
Victor Valley Station Jail	14
Chino Court Holding	1
TOTAL:	820

V. SCOPE OF SERVICES

A. Purpose and Intent

1. The purpose and intent of this proposal is for the provision of approximately 850 fixed inmate telephones at the San Bernardino County detentions, corrections, and jail facilities.
2. Vendor shall propose equipment, local, intralata and interlata services. Vendor should propose a package including installation, maintenance and collections. Vendor must inspect each installation site and provide replacement telephones, enclosures and panels as needed. If there are any installation requirements over and beyond those already provided at each site that are necessary for the operation of any inmate telephone such requirements will be supplied at the expense of the vendor.

B. General Proposal Information

The following Information should be included in your proposal:

1. Demonstration of vendor's ability to provide the services requested, meet vendor qualifications, terms and conditions outlined.
2. Description of inmate telephone system features, including additional features that may be of interest to the County, for example:
 - a. Call monitoring, recording, storage, security of stored data, and retrieval.
 - b. Capability of assigning unique inmate Personal Identification Numbers (PIN).
 - c. Biometrics Identification – such as fingerprint, voice and iris.
 - d. Prepaid calling cards for international calls to be purchased through the facility's commissary.

- e. Call length control.
 - f. Call blocking.
3. Vendor's ability to respond to service needs, proximity of service locations, and possession of applicable licensing, etc. Information should include:
 - a. Proximity and availability of service technicians, parts and equipment.
 - b. Qualifications and experience of service technicians.
 - c. Hours of service.
 4. Percentage of gross billable revenue that would be remitted to the County.
 5. Method of and time frame for remittance of revenue to the County.
 6. Provide a rate table for all types of calls.
 7. Management information reports regarding telephone inventory, gross receipts, and commissions on a per telephone basis.
 8. Dollar amount of contract signing incentive, if any.
 9. Administrative and investigative reports of inmate telephone system usage available to the County and level of detail, such as: originating telephone number, telephone number called, time call was placed, length of call, frequently called numbers, etc.
 10. Vendor's diagnostic testing plan of the inmate telephone system and frequency of testing.
 11. Number of years your company has been providing inmate telephone services.
 12. A statement indicating whether your company or its administrators have operated a telephone service under another name in the past seven years. If so, provide names of companies and dates of operation.
 13. List of accounts, including contact name and phone number, that have been terminated by/with your company within the past five years.
 14. List of available languages for communication with the users of the inmate telephone system. (English and Spanish are required.)
 15. Whether or not your company provides telephones in booking areas for inmates to make free local telephone calls at no expense to the County.
 16. Willingness to provide installation and maintenance of the VINE (Victim Information & Notification Everyday) System.
 17. Phone system's compliance with all ADA (Americans with Disabilities Act) requirements.

18. Vendor guarantees it will charge only those rates authorized by the California Public Utilities Commission (CPUC) and will comply with all current applicable Federal Communications Commission and CPUC rules and regulations.
19. Vendor will begin charging users when called party agrees to accept the call and billing stops when either party hangs up or call is terminated for any other reason.
20. Vendor will not bill users for incomplete calls (e.g. network intercept recordings, busy signals, and no-answers). This applies to all operator-assisted calls.
21. Vendor shall be responsible for all unbillable and/or uncollectable telephone calls relevant to inmate telephone services. Vendor will not deduct said calls from gross receipts on which payment is made to the County by the Vendor.
22. Proposals will clearly indicate the legal name, address, and telephone number of the vendor. Proposals will be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the vendor to the submitted proposal.
23. Subcontractors used by the Vendor must be disclosed in the proposal.
24. The County reserves the right to approve subcontractors.

Vendors are encouraged to be creative with their proposals and to offer any other options that may be of interest to the County.

* * * END OF THIS SECTION * * *

VI. GENERAL AGREEMENT TERMS

A. General

1. Representation of the County

In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Vendor Primary Contact

The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two- (2) business days. VENDOR shall not change the primary contact without written acknowledgement to the COUNTY.

3. Change of Address

VENDOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any sub's contract.

5. Agreement Assignability

Without the prior written consent of the COUNTY, the agreement is not assignable by VENDOR either in whole or in part.

6. Agreement Amendments

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

7. Termination for Convenience

The COUNTY for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice VENDOR shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 INDEMNIFICATION.

9. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any

action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

10. Jury Trial Waiver

VENDOR and COUNTY hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either VENDOR against COUNTY or COUNTY against VENDOR on any matter arising out of, or in any way connected to a resulting Agreement, the relationship of VENDOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

11. Licenses and Permits

VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

12. Labor Laws

VENDOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

13. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the COUNTY within one- (1) working day, in writing and by telephone.

14. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

15. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that VENDOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the VENDOR may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

17. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

19. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten- (10) days, upon written notification to the Vendor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations, for a period of at least six- (6) months.

20. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the COUNTY upon payment for services. All such items shall be delivered to COUNTY at the completion of work under this Agreement, subject to the requirements of Section V, A7 (Termination for Convenience). Unless otherwise directed by County, Vendor may retain copies of such items.

21. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor's relationship with County may be made or used without prior written approval of the County.

22. Background Checks

Sheriff's Department will perform background checks on VENDOR's employees as a condition of granting them access to the Sheriff's detention facilities. Sheriff shall have the sole discretion to determine security acceptability of all VENDOR's personnel at any time during the contract period. Personnel found to be unacceptable security risks will be denied access to the Sheriff's facilities.

All VENDOR's employees will be required to wear identification badges while on County's detention facility property.

23. Notice Regarding Public Disclosure of Contents of Proposal

All responses to this Request for Proposals (RFP) shall become the exclusive property of the COUNTY. At such time as COUNTY recommends any CONTRACTOR to the Board of Supervisors, and that such recommendation, together with any recommended contract, appears on the Board Agenda, all proposals for such contract shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal which are defined by the VENDOR as business or trade secrets and are plainly and prominently marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY."

Each element of a proposal which a VENDOR desires not be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) by a VENDOR shall not be sufficient and shall not bind the County in any way whatsoever. The County shall not in any way be liable or responsible for the disclosure of any such records, or parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract or Vendor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the VENDOR and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or
 - d. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- 3. Additional Named Insured
All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
 - 4. Waiver of Subrogation Rights
The VENDOR shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, Vendors, and subcontractors.
 - 5. Policies Primary and Non-Contributory
All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
 - 6. Proof of Coverage
The VENDOR shall immediately furnish certificates of insurance to SHERIFF evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the SHERIFF. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.
 - 7. Insurance Review
The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. VENDOR agrees to execute any such amendment within thirty- (30) days of receipt.

C. Right to Monitor and Audit

- 1. Right to Monitor
The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall

have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted.

Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.

* * * END OF THIS SECTION * * *

VII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired and may be construed as an indication of the proposal's lack of cost consciousness. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."
5. Proprietary or confidential data should be readily separable from the response in order to facilitate the eventual public inspection of the non-confidential portion of the response.
6. **Proposals must be received no later than 4:00 p.m. (PST) on September 18, 2003 at:**

**San Bernardino County Sheriff's Department
Bureau of Administration
Attn: Wendy Britt/Contracts Unit
P.O. Box 569
655 East Third Street, Second Floor
San Bernardino, CA 92402-0569**

B. Proposal Presentation Instructions

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and five (5) copies, total of six (6), of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, H (Proposal Submission Deadline). The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date.
3. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The COUNTY will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax should not be included in Vendor's quotation.
4. Hand carried proposals may be delivered to the address above only between the hours of 8:00 a.m. and 5:00 p.m. (PST), Mondays through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery

requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The COUNTY reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The COUNTY realizes that factors other than revenue are important. As a result, revenue may not be the sole factor upon which the COUNTY'S decision to award is based. The COUNTY will make the award based upon the proposal, which best meets its need. The COUNTY may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

VIII. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- A. Cover Page** – Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the VENDOR.
- B. Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- C. Request for Proposal Checklist** – Complete Attachment B indicating the items included in your proposal.
- D. References** – Provide five (5) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the COUNTY. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on Attachment C.
- E. Statement of Certification** – Complete, initial, sign and include in the submitted proposal, Statement of Certification, Attachment D.
- F. Proposal Description** – A detailed description of the proposal being made.
 1. The proposal should address, but is not limited to, all terms in Section V.
 2. The proposal should include the following:
 - A brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these.
 - An explanation of any assumptions and/or constraints.
- G. Statement of Qualifications** – Include the following in this section of the proposal:
 1. Number of years the prospective Vendor has been in business under the present business name, as well as related prior business names.
 2. Statement that the Vendor does not have any commitments or potential commitments which may impact the Vendor's assets, lines of credit, guarantor letters, or ability to perform this Contract.

3. Vendor must provide the Company's Annual Report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
4. Provide information on any and all fines or findings made within the last seven (7) years of illegal, negligent or improper conduct by any court, public board, body or agency against any firms or individuals who would be providing services or receiving compensation under the proposal or a contract based thereon.

H. Exceptions to RFP

Complete Exceptions to RFP form (Attachment E) in which Vendor lists any exceptions to or deviations from the requirements of the RFP. VENDOR must fully and clearly state and explain the basis for the exception. If there are not exceptions, a statement to that effect must be made. If the exceptions taken are contrary to COUNTY and/or SHERIFF policy, at the sole discretion of COUNTY, the proposal may be rejected. VENDORS failing to note exceptions in their proposals will waive their rights to assert these exceptions during negotiations. Failure to abide by this rule is cause for termination of negotiations. VENDORS are obligated to review and fully understand the General Agreement Terms as condition of proposing. Noted exceptions to the General Agreement Terms must be accompanied by VENDORS recommendations.

I. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

J. Insurance

Submit evidence of ability to insure as stated in Section VI, paragraph B, Indemnification and Insurance Requirements.

* * * END OF THIS SECTION * * *

IX. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based upon demonstrated performance. The evaluation will be based on the written proposal as submitted, but may include a site visit to the Vendor and/or an oral interview with the Vendor.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Prospective VENDORS must meet the requirements as stated in the Minimum requirements as outlined in Section I, C.
 - c. Failure to meet all of these requirements will result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
2. Technical Review – Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Equipment quality features and design.
 - b. Ability and commitment to provide maintenance and service.
 - c. Commission rate offered, based on the highest percent of gross billable revenue generated for local, intralata, and interlata calls.
 - d. Ease of system operation for inmates and staff.
 - e. Information from references provided.
 - f. Financial stability and resources of vendor.
 - g. Experience and expertise of vendor staff.
 - h. Attention to the requests and requirements stated in this RFP.
 - i. Contract incentives and signing bonuses.
 - j. Other system features available such as: call monitoring, recording, storing, security of stored data, and retrieval.

- k. Installation and maintenance of the VINE System.
- l. Ability to interface with long distance carrier for international calling.

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

3. Evaluation Committee

The evaluation team will consist of representatives from the Sheriff's Department, Sheriff's Inmate Welfare Committee, County Purchasing Department and County Information Services Department.

C. Contract Award

- 1. Contract(s) will be awarded based on a competitive selection of proposals received.
- 2. The contents of the proposal of the successful VENDOR will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
- 3. Award of contract may or may not be on an all or nothing basis or by trade and or geographic area. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
- 4. Commission rate is one factor in the evaluation process, but the County is not obligated to accept the highest commission rate proposal. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to Deputy Chief Norm Hurst, within ten (10) days of notification on non-selection.

Grounds for an appeal, is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal.

The Sheriff or designee shall consider the request and respond in writing within ten (10) days. Failure to do so waives any objection. The Sheriff or designee shall consider any matter appealed during a scheduled hearing, within thirty (30) days of receipt. The decision of the Sheriff or designee shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

Deputy Chief Norm Hurst
County of San Bernardino -Sheriff's Department
P.O. Box 569
San Bernardino, CA 92402-0569

E. Final Authority

The final authority to award an Agreement rests solely with the San Bernardino County Board of Supervisors.

* * * END OF THIS SECTION * * *

Attachment A – Cover Sheet

VENDOR'S NAME (*name of firm, entity or organization*): _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

NAME AND TITLE OF VENDOR'S CONTACT PERSON: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (explain): _____

If Corporation, Date Incorporate: _____ **State Incorporated:** _____

States Registered in as foreign corporation: _____

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____ TITLE: _____

Attachment B – REQUEST FOR PROPOSAL CHECKLIST

Please submit **one original and six copies** of the RFP as follows: typewritten, appropriate signatures in blue or black ink, double-sided, and stapled or bound. Review the checklist for completeness and format. Check off each item to ensure they are included in the RFP. **This checklist must be attached as part of the RFP behind the Table of Contents**

FORMAT

- ☐ Cover Sheet (with signature) [See Attachment A]
- ☐ Table of Contents
- ☐ Request for Proposal Checklist [See Attachment B]
- ☐ References [See Attachment C]
- ☐ Statement of Certification [See Attachment D]
- ☐ Proposal Description
- ☐ Statement of Qualifications
- ☐ Exceptions to RFP [See Attachment E]
- ☐ Employment of Former County Officials
- ☐ Insurance

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY RFPs THAT FAIL
TO COMPLY WITH ANY INSTRUCTIONS CONTAINED IN THIS RFP.**

**THE COUNTY MAY NOT ACCEPT RFPs AFTER THE DEADLINE OF SEPTEMBER 18, 2003, 4:00 p.m.
(PST)**

FAXED COPIES WILL NOT BE ACCEPTED

Attachment C – References

Name of Agency	Contact Name	Phone Number	Dates services provided (from/thru)

ATTACHMENT D – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the equipment and provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Attachment E – Exceptions to RFP

CONTRACTOR NAME _____

ADDRESS _____

Telephone# () _____ Fax # ()

- ☐ I have reviewed the RFP and General Agreement Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative _____

Signature of Authorized Representative _____ Date _____